

# EXHIBIT 1

*[Handwritten signature]*  
*6/13/16*

**C-1991-16-G**  
**370TH DISTRICT COURT, HIDALGO COUNTY, TEXAS**

**CITATION**

**STATE OF TEXAS**

**NOTICE TO DEFENDANT:** You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty (20) days after you were served with this citation and petition, a default judgment may be taken against you.

**GROUP & PENSION ADMINISTRATORS, INC**  
Park Central 8 12770 Merit Drive, 2<sup>nd</sup> Floor  
Dallas, Tx 75251

You are hereby commanded to appear by filing a written answer to the **PLAINTIFF'S ORIGINAL PETITION** on or before 10:00 o'clock a.m. on the Monday next after the expiration of twenty (20) days after the date of service hereof, before the **Honorable Noe Gonzalez, 370th District Court of Hidalgo County, Texas** at the Courthouse at 100 North Closner, Edinburg, Texas 78539.

Said petition was filed on this the 2nd day of May, 2016 and a copy of same accompanies this citation. The file number and style of said suit being C-1991-16-G, **KNAPP MEDICAL CENTER, A NON-PROFIT TEXAS CORPORATION ON DBA KNAPP MEDICAL CENTER VS. GROUP & PENSION ADMINISTRATORS, INC**

Said Petition was filed in said court by JOHN E. NUELLE, 10 MEDICAL PARKWAY PLAZA III STE 205 DALLAS TX 75234.

The nature of the demand is fully shown by a true and correct copy of the petition accompanying this citation and made a part hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

**ISSUED AND GIVEN UNDER MY HAND AND SEAL** of said Court at Edinburg, Texas on this the 23rd day of May, 2016.

**LAURA HINOJOSA, DISTRICT CLERK**  
**HIDALGO COUNTY, TEXAS**

*[Handwritten signature]*  
**ROSENDO ZAMORA, DEPUTY CLERK**

**C-1991-16-G**  
**OFFICER'S RETURN**

Came to hand on \_\_\_\_\_ of \_\_\_\_\_, 201\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_m. and executed in \_\_\_\_\_ County, Texas by delivering to each of the within named Defendant in person, a true copy of this citation, upon which I endorsed the date of delivery to said Defendant together with the accompanying copy of the \_\_\_\_\_ (petition) at the following times and places, to-wit:

NAME	DATE	TIME	PLACE

And not executed as to the defendant, \_\_\_\_\_ the diligence used in finding said defendant, being: \_\_\_\_\_ and the cause of failure to execute this process is: \_\_\_\_\_ and the information received as to the whereabouts of said defendant, being: \_\_\_\_\_. I actually and necessarily traveled \_\_\_\_\_ miles in the service of this citation, in addition to any other mileage I may have traveled in the service of other process in the same case during the same trip.

Fees: serving ... copy(s) \$ \_\_\_\_\_  
miles .....\$ \_\_\_\_\_

**DEPUTY**

**COMPLETE IF YOU ARE PERSON OTHER THAN A SHERIFF,  
CONSTABLE OR CLERK OF THE COURT**

In accordance to Rule 107, the officer or authorized person who serves or attempts to serve a citation must sign the return. If the return is signed by a person other than a sheriff, constable or the clerk of the court, the return must either be verified or be signed under the penalty of perjury. A return signed under penalty of perjury must contain the statement below in substantially the following form:

"My name is \_\_\_\_\_, my date of birth is \_\_\_\_\_ and the address is \_\_\_\_\_, and I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED in \_\_\_\_\_ County, State of Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
Declarant"

\_\_\_\_\_  
If Certified by the Supreme Court of Texas  
Date of Expiration / SCH Number

CAUSE NO. C-1991-16-G

KNAPP MEDICAL CENTER, a non-  
profit Texas corporation dba KNAPP  
MEDICAL CENTER,  
Plaintiff

v.

GROUP & PENSION  
ADMINISTRATORS, INC.,  
Defendant.

IN THE \_\_\_\_ JUDICIAL  
DISTRICT COURT OF  
HIDALGO COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION**

Plaintiff files its Original Petition and allege as follows:

**I. PARTIES**

1. Plaintiff, Knapp Medical Center dba Knapp Medical Center (hereinafter "Plaintiff" or "KMC") is a non-profit Texas corporation and maintains its principal place of business in Weslaco, Hidalgo County, Texas.

2. Defendant, Group & Pension Administrators, Inc., (hereinafter "Defendant" or "GPA") is a nonresident company doing business in the state of Texas. This Defendant may be served with process by serving its registered agent for service of process, Jerry L. McPeters, Park Central 8, 12770 Merit Drive, 2nd Floor, Dallas, Texas 75251.

**II. DISCOVERY LEVEL**

3. Plaintiff intends that discovery be conducted under Level 2 of the Rule 190 of the Texas Rules of Civil Procedure.

**III. AGENCY**

**C-1991-16-G**

4. Any time it is alleged in this action that GPA did an act or failed to do any act or thing, it is meant that GPA's authorized, apparent or ostensible agents, employees or representatives did such act or failed to do such act or thing, thereby making GPA liable.

**IV. JURISDICTION AND VENUE**

5. This Court has jurisdiction over the parties, jurisdiction over the subject matter of this dispute, and jurisdiction to award all relief prayed for herein.

6. Venue is proper in Hidalgo County because Plaintiff's principal place of business is maintained in Hidalgo County, Texas; and because a substantial part of the events or omissions giving rise to this claim occurred in this county.

**V. CLAIMS FOR RELIEF**

7. This is a suit concerning the recovery of payment for medical care, treatment, and services provided by Plaintiff to insured members of GPA. Specifically, this suit involves underpayments and/or denials of reimbursement for Plaintiff's medical bills submitted to GPA after having provided medically necessary care and treatment. At all times, Plaintiff was an "out-of-network" provider, i.e., it did not have a managed care agreement with GPA that prescribed reimbursement levels for services provided. Rather, fee reimbursement for Plaintiff was determined solely by GPA's own methodology. In each case, Plaintiff provided medically necessary treatment to GPA members. However, GPA continually denied and/or underpaid Plaintiff's claims made subject of this suit. Plaintiff is alleging Quantum Meruit; unjust enrichment; implied in-law contract, and; breach of contract – third party beneficiary.

8. Plaintiff seek monetary relief of over fifty thousand dollars (\$50,000), an amount which is within the jurisdictional limits of this Court, and for all other relief, general or special, legal or equitable, to which it is entitled.

**VI. CONDITIONS PRECEDENT**

9. Plaintiff would show that all conditions precedent to their right to claim and recover the relief prayed for herein have been exhausted and/or are futile.

C-1991-16-G

**VII. FACTUAL BACKGROUND**

10. KMC is an acute care hospital that also maintains a 24 hour emergency room. KMC provides medical services through licensed physicians, available 24 hours a day, seven days a week.

11. KMC meets all the requirements of the Emergency Medical Treatment and Active Labor Act ("EMTALA"), which requires that any patient that presents to KMC be provided an examination and needed stabilizing treatment, without consideration of insurance or ability to pay.

12. GPA's insureds have presented and continue to present to KMC for care and treatment which is provided by HMC and physicians on staff at the hospital. Additionally, KMC is required to treat all GPA insureds who present to KMC's emergency department.

13. KMC is a "non-contracted" facility and does not maintain any provider contracts with GPA. Plaintiff provided health care services to Defendant's members and billed Defendant the reasonable and customary rate for the services provided. However, contrary to Defendant's statutory and contractual duties, Defendant systematically based its reimbursements to Plaintiff on artificially deflated values of what it purported to be reasonable and customary rates. Defendant's payment scheme resulted, as Defendant intended, on Plaintiff being significantly underpaid for the services and care provided to Defendant's members.

14. For each GPA insured identified by date of service and GPA identification number listed in Exhibit "A" attached hereto, KMC provided health care services to Defendant's members.

15. Pursuant to rules governing non-contracted facilities, KMC has submitted claims to GPA for payment in a timely manner. The claims included all required information for GPA to process and reimburse KMC for services provided.

16. KMC's causes of action arise out of GPA's failure to pay and/or underpay the claims listed in Exhibit "A."

**VIII. COUNT I: QUANTUM MERUIT**

17. Plaintiff repeats, realleges and incorporates all prior paragraphs as if set forth fully herein below.

**C-1991-16-G**

18. Plaintiff provided health care services and emergency care to Defendant's insureds. With respect to these emergency services, Plaintiff was required by law to provide care for emergency patients until they were stabilized.

19. Defendant, as a health care service plan and health insurance company, is required to reimburse Plaintiff for the reasonable value of the services provided. Accordingly, a contract implied in law was created when Plaintiff provided care and treatment to Defendant's members pursuant to which Defendant was obligated to reimburse Plaintiff for the care provided.

20. The statutory obligation to reimburse a provider, as well as Defendant's express or implied agreements to reimburse Plaintiff, created contracts implied in law or in fact, which required Defendant to pay Plaintiff's reasonable billed charges.

21. Notwithstanding this duty, Defendant has failed and refused to pay Plaintiff's reasonable charges. Instead, Defendant has either not paid for the services at all or has paid less than the reasonable charges due to Defendant's systematic use of artificially deflated measures of reasonable and customary rates. Plaintiff is entitled to recover the reasonable value of its services as expressed in the billed charges presented to Defendant.

22. As a result of Defendant's failure to reimburse Plaintiff for the care and treatment provided to Defendant's insureds, Plaintiff has suffered damages in excess of \$30,000.00.

**IX. COUNT II: IMPLIED-IN-LAW CONTRACT**

23. Plaintiff repeats, realleges and incorporates all prior paragraphs as if set forth fully herein below.

24. Alternatively, Plaintiff pleads for recovery under the theory of implied-in-law contract.

25. As an acute care hospital with an emergency room, Plaintiff is required by Federal Law (EMTALA) to provide an examination and needed stabilizing treatment, without consideration of insurance coverage or ability to pay, when a patient presents to the emergency department for attention to an emergency medical condition.

**C-1991-16-G**

26. As such, Defendant has an obligation to reimburse Plaintiff, as an emergency health care provider, for emergency services they provided to Defendant's insureds.

27. In other cases, Plaintiff provided care to Defendant's members based on Defendant's express or implied authorization to treat the member. These instances include cases where Defendant either authorized care for services following the stabilization of an emergency condition or authorized pre-scheduled services. Defendant is required by law to reimburse providers for these services rendered to its members. Further, a health plan may not rescind authorization or subsequently refuse to pay for the authorized service provided.

28. Despite its obligation, Defendant failed to reimburse Plaintiff for the care and treatment it provided to Defendant's insureds.

29. As a result of Defendant's failure to reimburse Plaintiff for the care and treatment provided to Defendant's insureds, Plaintiff has suffered damages in excess of \$30,000.00.

**X. COUNT III: UNJUST ENRICHMENT-QUASI CONTRACT**

30. Plaintiff repeats, realleges and incorporates all prior paragraphs as if set forth fully herein below.

31. Alternatively, Plaintiff pleads for recovery under the theory of unjust enrichment.

32. Defendant has received the benefit of the medical services provided to its insureds by Plaintiff and Defendant has not paid for the services at all or has paid less than the reasonable charges due, despite the fact that Defendant has received premiums for health insurance coverage and has failed to pay for it.

33. As a result of Defendant's failure to reimburse Plaintiff for the care and treatment provided to Defendant's insureds, Plaintiff has suffered damages in excess of \$30,000.00.

**XI. COUNT IV: BREACH OF CONTRACT – THIRD PARTY BENEFICIARY**

34. Plaintiff repeats, realleges and incorporates all prior paragraphs as if set forth fully herein below.

35. Alternatively, Plaintiff pleads for recovery under the theory of breach of contract-third party beneficiary.



**C-1991-16-G**

36. Defendant entered into written contracts with its members, which were generally expressed in documents titled "Evidence of Coverage" ("EOC"). These contracts generally require Defendant to pay non-participating providers for health care services provided to their members based on a percentage of a provider's reasonable charge.

37. Plaintiff was an intended third-party beneficiary to the EOCs issued to Defendant's members. The EOCs contain provisions for Defendant to reimburse non-participating hospital providers, *i.e.*, Plaintiff, and specifically provides for payments to be made directly to the non-participating hospital provider. In fact, under the terms of the EOCs, the members are only responsible for the portion of the charge not covered by Defendant, rather than holding the member responsible to pay the entire provider's charge and seek reimbursement from Defendant.

38. Plaintiff provided health care services to Defendant's members during the dates of service set forth in Exhibit "A" and billed Defendant the reasonable and customary rate for the services provided. However, contrary to the contractual obligation to pay non-participating providers based on a reasonable charge, Defendant instead used an intentionally and arbitrarily deflated measure of reasonable charge upon which it based its reimbursement rates for services provided by Plaintiff to Defendant's insureds. In other cases, Defendant failed to reimburse Plaintiff at all for services provided to its members.

39. Defendant's failure to reimburse Plaintiff based on a true measure of its reasonable and customary rates, as expressed in the billed charges presented to Defendant, resulted in injury to Plaintiff. Plaintiff is entitled to recover the full amount that Defendant was contractually obligated to reimburse for the services Plaintiff provided to Defendants members.

40. As a result of Defendant's failure to reimburse Plaintiff for the care and treatment provided to Defendant's insureds, Plaintiff has suffered damages in excess of \$30,000.00.

**XII. JURY DEMAND**

41. Plaintiff hereby demands a trial by jury and submits the requisite fee for same.

**XIII. PRAYER**

C-1991-16-G

WHEREFORE, PREMISES CONSIDERED, KNAPP MEDICAL CENTER, a non-profit Texas corporation, dba KNAPP MEDICAL CENTER respectfully request that Defendant GROUP & PENSION ADMINISTRATOR, INC. be cited to appear and answer, and that on final trial, Plaintiff have judgment against Defendant jointly and severally, for the following:

- (a) A money judgment against Defendant for actual damages as stated above, plus interest at the legal rate from the date of judgment until paid;
- (b) A money judgment against Defendant for attorney's fees, reasonable investigative costs, and all of its court costs in this action, plus interest at the legal rate from the date of judgment until fully paid; and
- (c) That Plaintiff be granted all other relief, general or special, at law and in equity, to which it may show itself justly entitled.

Dated: April 28, 2016

Respectfully submitted,



By:

John E. Nuelle  
State Bar No. 24095687  
Assistant General Counsel  
Harlingen Medical Center  
c/o Prime Healthcare Services  
10 Medical Parkway Plaza III, Suite 205  
Dallas, Texas 75234  
Phone: 909-235-4454  
Fax: 909-235-4316  
Email: [jnuelle@primehealthcare.com](mailto:jnuelle@primehealthcare.com)

Counsel for Knapp Medical Center

Electronically Filed  
5/2/2016 6:08:54 PM  
Hidalgo County District Clerks  
Reviewed By: Alexis Bonilla

**C-1991-16-G**

EXHIBIT A

Electronically Filed  
5/2/2016 6:08:54 PM  
Hidalgo County District Clerks  
Reviewed By: Alexis Bonilla

C-1991-16-G

EXHIBIT "A" TO PETITION

KMC ID NO.	DATES OF SERVICE	BALANCE OWED
1000499374	09/22/2014-09/29/2014	\$3,725.00
1000543953	03/30/2015-04/01/2015	\$3715.00
1000529046	01/25/2015-01/30/2015	\$3,672.80
1000499097	09/21/2014-09/24/2014	\$3,628.73
1000529001	01/25/2015-01/29/2015	\$3,604.42
1000501615	10/02/2014-10/10/2014	\$3,570.10
1000503725	10/10/2014-10/16/2014	\$3,556.00
1000504063	10/12/2014-10/12/2014	\$2,995.00
1000521068	12/19/2014-12/19/2014	\$2,974.75
1000510733	11/07/2014-11/19/2014	\$2,626.03
1000495147	09/05/2014-09/05/2014	\$2,491.22
1000516973	12/03/2014-12/05/2014	\$2,403.99
	TOTAL:	\$38,963.04

Electronically Filed  
5/2/2016 6:08:54 PM  
Hidalgo County District Clerks  
Reviewed By: Alexis Bonilla

## CIVIL CASE INFORMATION SHEET

C-1991-16-G

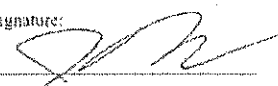
CAUSE NUMBER (FOR CLERK USE ONLY):

COURT (FOR CLERK USE ONLY):

STYLED Knapp Medical Center v. Group &amp; Pension Administrators, Inc.

(e.g., John Smith v. All American Insurance Co.; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

<b>1. Contact information for person completing case information sheet:</b>  Name: _____ Email: _____ John Nuelle _____ jnuelle@primehealthcare.com  Address: _____ Telephone: _____ 10 Medical Pkwy Plaza III, W 200 _____ 909-235-4454  City/State/Zip: _____ Fax: _____ Dallas Texas _____ 909-235-4316  Signature: _____ State Bar No: _____  _____ 24095687		<b>Names of parties in case:</b>  Plaintiff(s) Petitioner(s): _____ Knapp Medical Center  Defendant(s)/Respondent(s): _____ Group & Pension Administrators, Inc.  Inc. _____ [Attach additional page as necessary to list all parties.]		<b>Person or entity completing sheet is:</b> <input type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____  <b>Additional Parties in Child Support Case:</b>  Custodial Parent: _____  Non-Custodial Parent: _____  Presumed Father: _____							
<b>2. Indicate case type, or identify the most important issue in the case (select only 1):</b>											
<b>Civil</b>  <table border="1"> <tr> <td> <b>Contract</b>  <input type="checkbox"/> Debt/Contract  <input type="checkbox"/> Consumer/DTPA  <input type="checkbox"/> Debt/Contract  <input type="checkbox"/> Fraud/Misrepresentation  <input type="checkbox"/> Other Debt/Contract:   <b>Foreclosure</b>  <input type="checkbox"/> Home Equity—Expedited  <input type="checkbox"/> Other Foreclosure  <input type="checkbox"/> Franchise  <input type="checkbox"/> Insurance  <input type="checkbox"/> Landlord/Tenant  <input type="checkbox"/> Non-Competition  <input type="checkbox"/> Partnership  <input checked="" type="checkbox"/> Other Contract: _____         </td> <td> <b>Injury or Damage</b>  <input type="checkbox"/> Assault/Battery  <input type="checkbox"/> Construction  <input type="checkbox"/> Defamation  <b>Malpractice</b>  <input type="checkbox"/> Accounting  <input type="checkbox"/> Legal  <input type="checkbox"/> Medical  <input type="checkbox"/> Other Professional Liability:   <input type="checkbox"/> Motor Vehicle Accident  <input type="checkbox"/> Premises  <b>Product Liability</b>  <input type="checkbox"/> Asbestos/Silica  <input type="checkbox"/> Other Product Liability          List Product: _____  <input type="checkbox"/> Other Injury or Damage: _____         </td> <td> <b>Real Property</b>  <input type="checkbox"/> Eminent Domain/Condemnation  <input type="checkbox"/> Partition  <input type="checkbox"/> Quiet Title  <input type="checkbox"/> Trespass to Try Title  <input type="checkbox"/> Other Property: _____   <b>Related to Criminal Matters</b>  <input type="checkbox"/> Expunction  <input type="checkbox"/> Judgment Nisi  <input type="checkbox"/> Non-Disclosure  <input type="checkbox"/> Seizure/Forfeiture  <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment  <input type="checkbox"/> Other: _____         </td> </tr> </table>		<b>Contract</b> <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract:  <b>Foreclosure</b> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other Contract: _____	<b>Injury or Damage</b> <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <b>Malpractice</b> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability:  <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <b>Product Liability</b> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____	<b>Real Property</b> <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____  <b>Related to Criminal Matters</b> <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____	<b>Family Law</b>  <table border="1"> <tr> <td> <b>Marriage Relationship</b>  <input type="checkbox"/> Annulment  <input type="checkbox"/> Declare Marriage Void  <b>Divorce</b>  <input type="checkbox"/> With Children  <input type="checkbox"/> No Children         </td> <td> <b>Post-judgment Actions (non-Title IV-D)</b>  <input type="checkbox"/> Enforcement  <input type="checkbox"/> Modification—Custody  <input type="checkbox"/> Modification—Other   <b>Title IV-D</b>  <input type="checkbox"/> Enforcement/Modification  <input type="checkbox"/> Paternity  <input type="checkbox"/> Reciprocals (UIFSA)  <input type="checkbox"/> Support Order         </td> </tr> <tr> <td> <b>Other Family Law</b>  <input type="checkbox"/> Enforce Foreign Judgment  <input type="checkbox"/> Habeas Corpus  <input type="checkbox"/> Name Change  <input type="checkbox"/> Protective Order  <input type="checkbox"/> Removal of Disabilities of Minority  <input type="checkbox"/> Other: _____         </td> <td> <b>Parent-Child Relationship</b>  <input type="checkbox"/> Adoption/Adoption with Termination  <input type="checkbox"/> Child Protection  <input type="checkbox"/> Child Support  <input type="checkbox"/> Custody or Visitation  <input type="checkbox"/> Gestational Parenting  <input type="checkbox"/> Grandparent Access  <input type="checkbox"/> Parentage/Paternity  <input type="checkbox"/> Termination of Parental Rights  <input type="checkbox"/> Other Parent-Child: _____         </td> </tr> </table>			<b>Marriage Relationship</b> <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <b>Divorce</b> <input type="checkbox"/> With Children <input type="checkbox"/> No Children	<b>Post-judgment Actions (non-Title IV-D)</b> <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other  <b>Title IV-D</b> <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order	<b>Other Family Law</b> <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____	<b>Parent-Child Relationship</b> <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____
<b>Contract</b> <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract:  <b>Foreclosure</b> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other Contract: _____	<b>Injury or Damage</b> <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <b>Malpractice</b> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability:  <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <b>Product Liability</b> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____	<b>Real Property</b> <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____  <b>Related to Criminal Matters</b> <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____									
<b>Marriage Relationship</b> <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <b>Divorce</b> <input type="checkbox"/> With Children <input type="checkbox"/> No Children	<b>Post-judgment Actions (non-Title IV-D)</b> <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other  <b>Title IV-D</b> <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order										
<b>Other Family Law</b> <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____	<b>Parent-Child Relationship</b> <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____										
<b>Employment</b> <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____		<b>Other Civil</b> <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property  <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____									
<b>Tax</b> <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax: _____		<b>Probate &amp; Mental Health</b> <table border="1"> <tr> <td> <b>Probate/Wills/Intestate Administration</b>  <input type="checkbox"/> Dependent Administration  <input type="checkbox"/> Independent Administration  <input type="checkbox"/> Other Estate Proceedings         </td> <td> <input type="checkbox"/> Guardianship—Adult  <input type="checkbox"/> Guardianship—Minor  <input type="checkbox"/> Mental Health  <input type="checkbox"/> Other: _____         </td> </tr> </table>			<b>Probate/Wills/Intestate Administration</b> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings	<input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____					
<b>Probate/Wills/Intestate Administration</b> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings	<input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____										
<b>3. Indicate procedure or remedy, if applicable (may select more than 1):</b>											
<table border="1"> <tr> <td> <input type="checkbox"/> Appeal from Municipal or Justice Court  <input type="checkbox"/> Arbitration-related  <input type="checkbox"/> Attachment  <input type="checkbox"/> Bill of Review  <input type="checkbox"/> Certiorari  <input type="checkbox"/> Class Action         </td> <td> <input type="checkbox"/> Declaratory Judgment  <input type="checkbox"/> Garnishment  <input type="checkbox"/> Interpleader  <input type="checkbox"/> License  <input type="checkbox"/> Mandamus  <input type="checkbox"/> Post-judgment         </td> <td> <input type="checkbox"/> Prejudgment Remedy  <input type="checkbox"/> Protective Order  <input type="checkbox"/> Receiver  <input type="checkbox"/> Sequestration  <input type="checkbox"/> Temporary Restraining Order/Injunction  <input type="checkbox"/> Turnover         </td> </tr> </table>					<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action	<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment	<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover				
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action	<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment	<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover									
<b>4. Indicate damages sought (do not select if it is a family law case):</b> <input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000											

REV 1/10